E.52

The CASE *of* William Eyre *Esq; concerning his Right to the half Barony of* Shelelah, *and Castle of* Carnow *in* Ireland, *now in the possession of the Right Honourable* William *Earl of* Strafford, *truly stated, and humbly presented to the Kings most Excellent Majesty, and both Houses of Parliament.*

515. k 21
18.

BY Inquisition upon Commmission granted, and Jury chosen, and legally executed at *Bray*, *Anno* 1636. which Commission was returned, with a Copy of a Lease of 200 years, and old Mr. *Chambres*'s Will, *verbatim* upon Record; by which it doth appear, that *Calcot Chambre* Esq; being seized in Fee of the said half Barony of *Shelelah*, and Castle of *Carnow*, with the Appurtenances thereunto belonging, in the County of *Wicklow* in the Kingdom of *Ireland*, containing of Arrable Land, Pasture, Meadow, and Wood Lands, about 60000 Acres, fearing the profuseness of the Son, did, 1629. make a Lease of the same to *James Fines*, *Nathaniel Fines*, and *John Crew*, Esquires, for 200 years, without Impeachment of Wast, in Trust, for payment of his Debts and Legacies, and afterwards to such uses as he should declare by any further Deed, or by his last Will, and in default of such Declaration, to the use of his own right Heirs, with power to revoke it, but never did, therefore the Lease remains still in force.

That the said *Calcot Chambre*, *Anno* 1635. made his last Will, bequeathing several Legacies, and gave all his said Lands, and likewise all his Goods and Chattels to his Son *Calcot Chambre*, whom he also made his sole Executor, and dyed owing several sums of Money.

After whose decease, the said Trustees possessed themselves of the premisses, and agreed to let a Lease thereof to one *Sandford* for three years, for payment of the deceaseds Debts and Legacies, and to allow young *Chambre* 300 *l. per annum* for those three years, and then to account and deliver up the Estate to him, the said *Sandford* being one of the principal Creditors and Legatees.

But *Thomas* late Earl of *Strafford*, then Lord Deputy of *Ireland*, being by some ill persons put upon coveting this Estate, (which was and is as considerable as most in that Kingdom) prevented the Trustees in these their honest intentions, and also got the same into his own hands (or in Trust for him) by the means and practices following.

First, The aforesaid young *Chambre* being come to *Dublin* with his Wife to take Shipping for *England*, to live with his Father in Law Esquire *Lester* in *Cheshire*, till the aforesaid three years were expired, was by the subtilty of the Earl of *Straffords* Agents, (as an introduction to their great design) perswaded not to go aboard that night as he intended, but use means to get his Brother *Sandford* out of the Estate, or else he would be undone; and that he should Arrest the said *Sandford* for 7000 *l.* which he was to account for in his Fathers time, (he then having managed the Estate for the old Man) but the Morning following, *Chambre* himself was made a Prisoner by the Combination aforesaid, for the mourning for his Fathers Funeral; and *Sandford* hearing of it, posted to *Dublin* to pay the Debt: but the beforementioned Agents met him as soon as he came, and told him, if he went to his Brother, he would Arrest him for 7000 *l.* at which *Sandford*, much troubled, went back and took Councel of the Earl of *Strafford*, seeming his great Friend, whom he did not suspect to have any design upon the Estate, and he advised, instead of releasing his Brother, to clap another Arrest upon him for a 1000 *l.* pretendedly due to *Sandford*; which being done, and *Chambre* and *Sandford* thus set at variance, the Earl caused Sir *Philip Percival* and others, to make a proposal, that the said Sir *Philip* might have a Lease of 22 years of *Chambres*'s Estate, for the use of the Countess of *Carlile*, paying 4000 *l.* Fine, and 500 *l. per annum*, and the third penny profit of the Woods; and in order to this, the said Agents perswaded *Chambre* to petition to the Earl of *Strafford*, that the Lease from the Trustees to *Sandford* might not go on, but that the Lease proffered by Sir *Philip* might be perfected, that he might receive the 4000 *l.* to pay his Fathers Debts and Legacies, and get out of prison. As soon as the Earl received this Petition, he transmitted it to *England* to His late Majesty.

and Councel, seeming much to commiserate *Chambres*'s Condition, and desiring their Order to compell the Trustees to consent to this Bargain, they living in this Kingdom of *England*.

Hereupon the Trustees were sent for before the Councel Board to yield to this Lease propounded by *Percivall*, who alledged they were letting a Lease of the premisses to *Sandford*, much more advantagious to the Petitioner, upon which the King and Councel made an Order, that the business should be wholly remitted to the Earl of *Strafford* to perfect that Lease for the Countess of *Carlile*, (which was in truth for himself) or make any other better bargain for the good of the Petitioner, declaring, that the Earl should by a Decree in *Chancery*, enforce the Trustees to assent to what bargain he should make with the said Countess or others, so far as did concern their Trust for 22 years; but further, that the Earl should provide by such Decree, to preserve the Inheritance according to the intent of old *Chambre*, which was, that the Trust should continue in them 200 years; for he reserved a power in the Lease to revoke it, but never did, so that the same is still in being, and distinct from the Inheritance.

Now *Chambre* being informed what Order the Earl of *Strafford* had received, Petitions again to him and the Councel, that the Lease propounded by *Percivall* might not be made good, for he could have a much better bargain; at the reading of which, his Brother in Law, the Lord *Brabason*, being one of the Councel, desired, seeing his Brother must be forced to Lett his Estate to pay his Debts, that the King and Councels Order might be fulfilled, and the best bargain accepted of; and for his own part, he was willing to take the Lease of 22 years, and give his Brother *Chambre* 5000 *l.* and 600 *l. per annum*, and half the profit of the Woods: Whereas *Percivall* would give but 4000 *l.* Fine, and 500 *l. per annum*, and the third penny profit of the Woods; so that here was above 10000 *l.* profit better then that of *Percivalls*, for there was above 2000 *l. per annum*, made *Communibus Annis* of the Woods.

Yet the Earl of *Strafford* refused this offer, and caused the Lease with *Percivall* to be perfected by a special Order, forcing the Trustees to consent by a Decree, but no care was taken therein to preserve the Inheritance, for that did not suit with the Earls avidous hope, so that His Majesties Order of Councel was doubly defeated and eluded; nor was the 500 *l. per annum* Rent, or third part of the profit of the Woods, mentioned in the said Lease ever paid, or one penny thereof.

Secondly, *Sandford* being thus turned out, and the Earls Agents got in possession of the premisses, *Chambre* was still detained a Prisoner, and being scarce able to get Victuals for his necessity, petitioned the Earl of *Strafford* that the 4000 *l.* Fine might be paid, that he might be able to discharge all his Debts, and that he might go out of Prison, upon which the Earl to drive his design on further, causes an Agent to tell him, that the 4000 *l.* Fine would not pay his Debts, and perswade him to sell the Reversion of the Estate, and he should have 13200 *l.* for it: That is to say, 1200 *l.* in hand to help pay his Debts, and with the other 12000 *l.* the Earl would purchase him a better Estate then this was: But *Chambre* refusing to sell, because of the Lease of 200 years which he had right to as Executor of his Father, was kept more straitly a Prisoner then before, and reduced to great want, yet often visited by several of the Earls Instruments, and when they got him merry, and at all inclinable to the Earls desires, he was sometimes sent for to Dine with him at the Castle, and sometimes let out of Prison; and then one pretended Debt or other, upon paper Petitions, clapt him up again, that being brought into such misery by continual vexations, and cruel dures, insomuch that he was willing to yield at last to the Earls proposal for the Reversion of the Estate, but not the Lease, if his Wife would consent.

To make her willing, the Earl sends a messenger to her; and upon refusal, threatens her, and causes her Husband to be kept so close a prisoner, that neither she nor any of his Friends should come at him, though she petitioned six times but to see him, yet she could not be admitted, till he falling often into Convulsion Fits, the Keeper thinking he would dye, went to the Earl of *Strafford* and told him, that Mr. *Chambre* had a desire to see his Wife, and if it were not speedily, she would never see him alive, upon which the Earl sent his Gentleman to go along with her, who found him lying upon the Table on his Belly, very near death; but raising him with some Spirits, and other help, he began to look up; and his Wife weeping said, Husband! how dost thou do? Wife, said he, I am kept here for a Bargain: Prithy Husband, replyed she, pardon me, for it is my fault, I would not consent to a Fine, but I see they are resolved to have it, and rather then I will be an Instrument of thy death, I will agree to it,

(all which diſcourſe was proved by the Oaths of three perſons then preſent.)
Immediatly the Earls Gentleman haſted back to his Lord and told him he muſt ſtrike whilſt the Iron was hot, for now ſhe was willing: So a Fine was clapt up upon thoſe words, and a Deed dated the 2d. of *November* 1638. Sealed by *Chambre* for the Reverſion only to *Joſiah Carpenter*, *Henry Wentworth* and others (intended, though not expreſſed to and for the uſe of the ſaid Earl of *Strafford* and his Heirs) for the ſum of 13200 *l.* mentioned therein as the Conſideration. Whereas the Eſtate was then really worth above 120000 *l.* For the Lands would be worth within 4 or 5 years time, when the Leaſe is expired, between 5 and 6000 *l. per Annum*: Beſides Cuſtomes, which were worth as much more; and at that time the Woods were worth near a 100000 *l.* The Earl of *Corke* hearing, proffered (but a year before old *Chambres* death) 60000 *l.* for the Timber Trees only upon this Eſtate.

But now by the practices aforeſaid, Wood and Land and all the Appurtenances, are wreſted from the ſaid *Chambre* and his Wife, for the bare mentioning of 13200 *l.* For even of that Money none was ever yet paid, ſave only 500 *l.* ſaid to be paid to one *Chambre* of *Minmore* for to relinquiſh all his pretenſions to the Premiſſes, ſo much being given him by *Chambre* the Father on that Condition.

This Deed and Fine being executed (which were not only obtained by dureſs and without valuable conſideration, but alſo tending to the deſtruction of the Inheritance) were directly contrary to the King and Councels order at *Whitehall* the 17*th.* of *January* 163$\frac{7}{8}$ beforementioned; thereupon the ſaid *Chambre* was ſet at Liberty, but coming into the Freſh Aire and a Full Dyet; within a few dayes after, *viz.* the latter end of *November* 1638. dyed, leaving two Children (a Son that dyed ſoon after him) and a Daughter.

But before his death, or making of the ſaid Conveyance, *viz.* the 17*th.* of *Auguſt* 1638. the ſaid *Chambre* made his laſt Will and Teſtament in Writing, bequeathing all his Lands to *Mary* his Wife for 12 years; for the remainder, one Moity to her during Life, the other to his Heires Male, and for want of an Heir Male, to his Uncle *Chambre* of *Minmore*, and his Heires Male for ever, and 2000. *l.* to his Daughter; and made his ſaid Wife ſole Executrix, and expreſly gave her all his Goods and Chattels, by which ſhe became Intituled to the Leaſe of 200 years for the remainder thereof to come, and alſo to the Inheritance notwithſtanding the Conveyance aforeſaid: But whatever was given to *Chambre* of *Minmore* by Will or otherwiſe, was Sold a year after *Chambres* death by *Chambre* of *Minmore* to the Deceaſed *Chambres* Wife; ſo that the Family of *Minmore* have no pretence of any right to it, as by Deed under his hand doth appear.

That *Chambre* thus dying without having Signed any Deed to lead the uſes of the aforeſaid Fine; the Earls Agents apprehending they had not yet made the Eſtate ſecure, ſet up by falſe Suggeſtions a Nuncupative Will, ſuppoſed to be made by the ſaid *Chambre*, and made *Mary* his Relict prove the ſame. And in purſuance of ſuch pretended Will, ſet up likewiſe a Leaſe and Releaſe dated the 3*d.* of *November* 1638. Suppoſed to be made under the ſaid *Chambre* of ~~*Minmore*~~ *Carnow* hand, only of all the Premiſſes and Appurtenances abſolutely and a Deed of uſes or Covenants with the ſame Date. Between the aforeſaid *Carpenter Wentworth* and others the Earles Truſtees, of the one part, and the ſaid *Chambre* of *Carnow*, Eſq; *Leſter* his Father in Law, *Job Ward* that Married *Mary* his Relict, and his Uncle *Chambre* of *Minmore* pretended Truſtees for the ſaid *Chambre* of *Carnow* of the other part; and it is apparent that all the Deeds to be Signed the 3*d.* of *Novemb.* were falſe, and hatched after *Chambres* death, and all ſuitable to the Nuncupative Will; for *Chambre* perfected no Deed in his Life-time, but that of the 2*d.* of *November*, by which he Sold the Reverſion of his Eſtate for 13200 *l.* under his own hand, only without Truſtees; therefore it is apparent all the other Deeds are falſe; whereby the ſaid *Carpenter Wentworth*, *&c.* Covenanted to lay out 12000 *l.* before the 1*ſt.* of *Nov.* 1645. in Land, to be conveyed to the ſaid *Leſter*, *Ward*, and *Chambre* of *Minmore*, for ſeveral uſes, and upon ſeveral Limitations therein expreſſed: Whereas in truth the ſaid *Chambre* of *Carnow* did perfect in his Life-time only one Deed dated the 2*d.* of *November*, which was only of the Reverſion, and not Feoffees mentioned on his part, and theſe after Deeds were ſet up, and the ſaid Eſq; *Leſter* and *Chambre* of *Minmore* (who knew nothing of them) named therein only to colour the buſineſs.

For Fourthly, this Nuncupative Will and ſeveral Deeds being ſet on foot, and the ſaid *Job Ward* having Married *Mary* the Relict of *Chambre* of *Carnow*; and they deſiring the Earl that the 13200 *l.* might be laid out in Land for *Calcot Chambre*, an Infant then living, Son of the ſaid *Chambre* of *Carnow* and *Mary*, or elſe to be reſtored to *Shelelah* again-

His Honour made the ſaid *Job Ward* his favorite, and cauſed him and the ſaid Infant to Petition that the ſaid Truſtees *James Fines*, *Nathaniel Fines*, *&c.* might give up their Truſt in the aforeſaid Leaſe of 200 years; who induced by the ſaid Suppoſitious Deeds, and a Decree grounded thereupon and obtained by the Earles Potency in the Chancery of *Ireland*, were prevailed thereupon to Sell the ſaid Leaſe (but without the ſaid *Job Ward* or his Wifes Signing the ſame) to two perſons, for the uſe of *Carpenter*, *Wentworth*, and others: But it was upon Condition that 13200 *l.* ſhould be paid, or laid out for purchaſing Land of Inheritance according to the aforeſaid Articles.

Which Articles were to be performed before *November* 1645. But were never made good, nor can be: The Truſtees Sold it Conditionall for 13200 *l.* a year after *Chambres* death; which is an Argument their Truſt was not void: True it is, in the time of the Suites with the ſaid Truſtees of the Leaſe of 200 years, the late Earl of *Strafford* pretended to purchaſe a place called the *Rannalaghs* (or *Knochrea*) of Sir *Adam Loftus*, which was Plantation Lands taken from the *Iriſh*, and given to ſeveral men upon Commiſſions of Grace and no real Inheritance, for it was only a Leaſe for years, and with ſeveral Limitations, in Purſuance of ſome part of the aforeſaid pretended Articles; and though the Earls Agents pretended they laid out 10000 *l.* for it; yet if they did it was in their own wrong, and not with our Conſent, and the Land was not worth 5000 *l.* as appears by many Witneſſes.

Fifthly, That in the year 1640. The real Will in Writing of the ſaid *Chambre* of *Carnow* (intruſted by him with Mr. *Guttridge*, then Miniſter of *Carnow*, was produced, which being proved and adminiſtred unto by the ſaid *Mary* his Relict, and the Nuncupative Will (though ſhe was forced to adminiſter a year before) and the Earl of *Strafford* had ſpent above 500 *l.* in Law to maintain it) thrown out of Court: The ſaid Earl and his Agents began to be at a ſtand, becauſe all falſe Deeds and Articles of Agreement upon which the Truſtees aſſigned away their Truſt, being all done upon that Nuncupative Will, ſeemed to ſignifie very little. And therefore to the intent, that if one device would not ſerve, another might: The Earl (as it is ſaid) having about *Trinity* Term 1637. 13 *Car.* I. cauſed a Caſe called, *The Caſe of Tenures upon Defective Titles* to be made without Jury, Tryal, Conſent of Parties, or any Legal Proceſs; and procured Letters Pattents, wherein amongſt others this Eſtate of *Shelelah* was Craftily mentioned as a Defective Title (though it never were ſo, as by Inquiſition upon Record appears.) He obtained an Act to paſs both Houſes of Parliament in 1640. (as now pretended) to inveſt it in the Crown amongſt 400 and odd Mannors as a Defective Title.

That the ſaid *Job Ward* and his Wife upon ſetting aſide the Nuncupative Will, had all the Deeds and Writings and the ſaid Leaſe of 200 years (that was reſigned up by the Right Honourable, the now Lord *Crew*) in their own hand, and the ſame were not then delivered to the Earl of *Strafford*, or his Agents: Becauſe, the proving of the real Written Will had hindred any further proceedings at preſent.

And in the time of the Rebellion, *Job Ward* and the ſaid *Mary* was turned out of the *Rannalaghs*, and came into *England*, and the ſaid *Job* her Husband likewiſe Died.

That in the year 1647. the now Suppliant *William Eyre* Intermarryed with the ſaid *Mary* formerly Relict and Executrix of the ſaid *Calcot Chambre* of *Carnow*, and thereby in Right, became Intituled unto, and ought to have had and enjoyed the uſe and benefit of the Premiſſes, under, and according to the Truſt aforeſaid, for the then remainder of the aforeſaid Term of 200 years: And accordingly moſt of the Writings aforeſaid came to his hands, and alſo the ſaid Leaſe of 200 years: But by Deceit and Subtilty he was deprived of them, and many of them came into the now Earl of *Straffords* hands and his Agents.

For the ſaid *Eyre*, by means of his oppoſing *Oliv. Cromwell* in his Arbitrary power, and the death of the late King of Bleſſed Memory, being a cloſe Priſoner in *Warwick* Caſtle in the year 1649. Judge Advocate *Whaley*, formerly a ſervant to Mrs. *Chambre* in *Ireland* (then *Eyres* Wife) perſwaded her to make Colonel *James Temple* her Daughters Guardian; leaſt *Cromwell* ſhould Sequeſter their Eſtate becauſe of her Husbands Actions, whoſe pernicious advice ſhe took, and truſted the ſaid *Temple* with moſt of the Writings concerning the Eſtate, upon his promiſe to reſtore her Daughter and Writings upon demand: But the ſaid *Eyre* and his Wife, in the year 1650. demanding them, he refuſed to deliver them, and contrary to his promiſe inveigels the Daughter to Marry his youngeſt Son *Alexander*.

That *Eyre* in the Latter end of the year 1650. went into *Ireland* to look after his Eſtate in Right of his Wife; and then the Lord *Ireton* being informed by moſt of the Nobility

and Gentry of the wrong done to Mr. *Chambre* the ſaid *Eyres* Predeceſſor by the late Earl of *Strafford*: Did by the advice of the then Councel, put the ſaid *Eyre* in poſſeſſion of the ſaid *Chambres* Eſtate of *Shelelah* aforeſaid, which the ſaid *Eyre* held ſeveral years: But being made Priſoner again by *Oliv. Cromwell* for many years together; the Earl of *Strafford* and Colonel *James Temple*, and his Son *Alexander* and his Wife taking the opportunity of *Eyres* Impriſonment, combined together, and commenced many Suites to out him of the ſaid Premiſſes of *Shelelah* of which he was in Poſſeſſion, and made uſe of the ſaid Writings which the ſaid Colonel *Temple* had ſo unduely deprived the ſaid *Eyre* of, and re-delivered the Leaſe of 200 years into the now Right Honourable the now Lord *Crews* hands (one of the Truſtees) who hath acknowledged that he hath the ſame by him, and would deliver it to whom a Court ſhall command.

The firſt Suite the ſaid Confederates commenced, was on the behalf of the Counteſs of *Carlile*, for the aforeſaid Leaſe of 22 years; yet had not paid a Penny Rent nor any Profit of the Woods according to the Tenor thereof, ſo that the ſame was long ſince void; yet they ſtill brought vexatious Suites to weary out the ſaid *Eyre* as he was a Priſoner, and alſo againſt *Chambre* of *Minmore*, as pretending to be Heir Male to the Eſtate according to the Tenour of young *Chambres* Will.

And in the year 1657. all the Suites of the now Earl of *Strafford* and his Agents came to a hearing, and after 5 dayes Debate from Morning till Night before Chancellor *Steele*: He did then Judge that the Inheritance might belong to the Earl of *Strafford*, becauſe of the Fine paſt, although ſurreptiouſly obtained: And the pretended Heir Male went forth out of the Court, and refuſed to make out his Title. But the Court was of opinion that the Leaſe of 200 years did belong to *Eyre* in Right of his Wife; and therefore did diſmiſs the ſaid Earl of *Strafford* and the Counteſs of *Carlile* with all their Suites that had been of 4 or 5 years ſtanding in ſeveral Courts, and ſeemed reſolved to continue the ſaid *Eyre* in Poſſeſſion, in Right of his Wife the Leaſe of 200 years belonging unto him.

Which the Earl of *Straffords* Agents perceiving, betook them to their laſt refuge, and produced the beforementioned Act of Parliament for ſtrengthning of Defective Titles; amongſt which *Chambres* Eſtate of *Shelelah* was foiſted in untruely as aforeſaid: Upon which Chancellor *Steel* deferred his Judgment till the next Term, expecting the Croſs-Bill of *Eyres* and his Wife would then come to hearing.

That before the next Term, the now Earl of *Strafford* and his Agents put in a Plea to ſuch the ſaid *Eyres* Croſs-Bill, waveing and renouncing all pretences of Titles and Claimes whatſoever declared by the ſaid Bill; and did Challenge the ſaid Eſtate meerly by the ſaid Act for Corroborating Defective Titles, and Letters Pattents thereupon granted under the great Seal of *Ireland* the 28*th.* of *September Anno* 1641. 17 *Car.* primi to *George Carr* and others, to and for the uſe of the ſaid now Earl of *Strafford*.

That *Eyre* being a Cloſe Priſoner, and his Councel neglecting to Argue the ſaid Plea, or bring that Cauſe to hearing: *Steel* the next Term proceeded to pronounce his Decree in the ſaid other Cauſe, wherein the Earls Agents were Plantiffs, and meerly upon the ſaid Act (though it never had the Royal aſſent, nor was Recorded) gave away *Eyres* Poſſeſſion, not upon any other Title the Earl had to it, but meerly by that pretended Act: Declaring in his Decree that the ſame is chiefly to be conſidered, *viz.* Whether it be a Defective Title or not; and therefore gave the now Earl of *Strafford* Poſſeſſion only till he was outed by due Courſe of Law, or further order of the Court; and did publickly blame *Eyres* Councel for not bringing his Croſs-Bill together to a hearing, and told them; there was ſpeaking of a Will and an Inquiſition, proving the Eſtate was no Defective Title. And he did believe there were ſuch things, but they had not appeared Judicially before him; and therefore adviſed the ſaid *Eyre* to Appeal to a Parliament, who would undoubtedly do him Right in the thing, by their Soveraigne power, which he being of an Inferiour Court had not power to do.

But the ſaid *Eyre* could not obtain his Liberty till after *Richard Cromwell* was turned out, and *Ludlow* ſent over by the long Parliament into *Ireland*; and within halfe a year after was made Priſoner again on the occaſion following (*viz.*) His Majeſty our Soveraign that now is, being to be Proclaimed in *Ireland* on the 18*th.* of *May* 1660. The ſaid *Eyres* Wife deſirous to rejoyce with her Tennants for His Majeſties Reſtauration, had invited many of them to a Feaſt on that day, and ordered Servants to carry 10 Loads of Wood to a Hill to make a Bonefire; of this the ſubtilty of his Adverſaries who were in Poſſeſſion of his Eſtate, that they might prevent him from Appealing to the Par-

liament in *Ireland* for recovering the Leaſe and Eſtate aforeſaid; took an advantage and brought fained Complaints, ſuggeſting to ſome Magiſtrates: That if they did not ſecure the ſaid *Eyre* before the ſaid day, he would be in the head of a great number of perſons to oppoſe the coming in of the King, then which nothing could be more falſe, or remote from the ſaid *Eyres* Intentions.

However upon this ſlander, the Councel of State ſent 5 Troops of Horſe, halled the ſaid *Eyre* out of his Bed, and carried him to *Dublin* Caſtle, where he was moſt cruelly handled for ſometime, afterwards hurried from Priſon to Priſon above 10 years ſpace, without any known Crime; ſometimes kept from all kind of Food for ſeveral Weeks, but what was given in by ſtealth, at a hole made under the door for the Cat to go in and out: And his Keeper being demanded by the Priſoners and others the reaſon of ſuch extraordinary Rigour towards the ſaid *Eyre*, would uſually anſwer: That his Command was ſo ſtrict he durſt do no otherwiſe; often declaring he had an order to ſtarve him.

That whilſt the ſaid *Eyre* was thus in Durance, all perſons were prohibited to come at him, and his Wife not ſuffered to viſit him; at the ſame time ſome were admitted to ſerve him with Subpœnas in Chancery, through the Combination of the ſaid *Alexander Temple*, and the now Earl of *Straffords* Agents, and for pretended contempt of the Court under that inevitable neceſſity, Chancellor *Fauſtace* grants an Injunction, and turnes the ſaid *Eyres* Wife and Family out of Doors of the Eſtate of *Rannalaghs* too; and they had utterly periſhed, if good people had not relieved them: Although the ſaid *Eyres* his Councel, did proffer his Oath that the ſaid *Eyres* did not make any concempt, neither was he in any Capacity ſo to do: Upon which Injunction. the ſaid *Eyre* and his Family have been ever ſince kept out of the Eſtate of *Rannalaghs*; which was pretended to be purchaſed for the uſe of Mr. *Chambre* aforeſaid, with the Money that was to be given for the Reverſion of *Shelelah*. And *Steel* did declare that if all the Money had been really paid for the Reverſion, it could not have hindred *Eyre* of the Leaſe of 200 years; and if ſo, the *Rannalaghs* being but a Leaſe or 500 years, really belongs to the ſaid *Eyre* in Right of his Wife.

But by reaſon of ſuch Combination and Cruelty againſt him, the ſaid *Eyre*; nor any one for him, as he knows of, hath not ſince received one penny profit thereof to this day. And his the ſaid *Eyres* Wife (a perſon well Deſcended, and who had lived formerly in great Splendor) Fainted in the Streets of *Dublin* (for want) and dyed about two hours after taking into a houſe; crying out her Daughter *Temple* had broke her heart. For by the Confederacy aforeſaid, the ſaid *Temple* and his Wife enjoy all that the Earl, or his Anceſtors gave for *Shelelah* (except the 500 *l.* to *Chambre* of *Minmore*.) Although in truth the whole 13200 (if the purchaſe were honeſt) did belong to *William Eyre* in Right of his Wife as a Chattle; as it hath often been declared by all the Judges in *Ireland*, no Land being purchaſed in Mr. *Chambres* Life-time. And the Judges did likewiſe further declare, that whatever they pay of the purchaſe Money to any other then the ſaid *Eyre*, they pay it in their own wrong; which cauſed the now Earl of *Strafford* to take a Bond of the ſaid *Temple* of 20000 *l.* (as he is informed) to ſave him harmleſs from the ſaid *Eyre*, which that will not, nor cannot do; when Truth and Juſtice ſhall take place: For Mr. *Chambres* Daughter had a diſtinct Portion of 2000 *l.* given her by her Fathers Will, though now they would make her Heir of all that they have been pleaſed to leave the Family.

That the ſaid *Eyre* to vindicate his innocency to the World, brought himſelf to a Tryal ſometime ſince in *Ireland* by a *Habeas Corpus*; and was cleared by publique Proclamation in the Court of *Kings-Bench* there. But immediatly before he was clear of the Priſon, there came an Order to another Marſhal more Cruel then the former, to take him into his Cuſtody on a General Charge of High Treaſon; and four years and upwards he was brought to the Bar twice a Term to know what his Treaſon was: But the Attorney General put it off from time to time; inſomuch that the Judges declared in open Court it would fall heavy ſomewhere at laſt for keeping a man ſo long in Priſon after he was cleared by the Law. But his Majeſty and Councel being informed of the Cruel Injuſtice uſed to the Piſoner, was Graciouſly pleaſed to Command by a ſpecial Order, that he ſhould have the benefit of Liberty according to Law; upon which Order the Judges brought him again to the Bar, and finding nothing againſt him, but only an Allegation that there was formerly a Charge of Treaſon preparing againſt him, but now the ſame was loſt, they cleared him the ſecond time by Proclamation, diſcharged; and then after 10 years Hardſhip and vaſt Expence he was releaſed not knowing of whom,

Which continual and moſt vexatious troubles he fears purpoſely contrived have been the only cauſe why he was no ſooner releaſed; whereupon he made his humble Addreſs for reliefe and recovery of juſt Rights in the before-mentioned Eſtate wrongfully (as he humbly conceives, and is by Councel adviſed) withholden from him.

Upon the whole matter be pleaſed to obſerve, Firſt, That *Calcot Chambre* the younger, being intituled not only to the Inheritance, but alſo diſtinctly to the Leaſe of 200 years, (which would not be drowned by the deſcent, becauſe it was to operate to other intents afterwards, as payment of Debts, Legacies, *&c.* and was acknowledged to be in force long afterwards by their attempts to ſell and convey it) And he by his Will having expreſly given all his Goods and Chattels (wherein that Leaſe is Intituled) to his Wife and Executrix; And the Conveyance executed afterwards in his life time, not pretending to affect ſuch Eſtate for years, but only the Reverſion; *Eyre* by intermarrying with the ſaid Executrix, became, and is lawfully intituled thereunto for the Reſidual Term: And for the Aſſignment or Sale thereof by the Truſtees, the ſame was without conſideration, and they were ſurprized into that Action by the pretended Deeds, ſet afoot as aforeſaid; nor could ſuch Aſſignment (as Councel adviſe) give away the Executrixes Right, unleſs ſhe, or her then Husband, had actually Sealed the ſame.

2*ly*, That there appears only 500 *l.* paid by the late or preſent Earl of *Strafford*, or their Agents, for this vaſt Eſtate (their purchaſe of the *Rannalaghs* being without the conſent of *Chambre*, or his Wife, *&c.*) And 'tis proved by many Witneſſes, that the late Earl of *Strafford* made above 30000 *l.* of the profits of this Eſtate in 4 years time before the Rebellion broke out: And the preſent Earl, though ordered to the contrary in the year 1661. (till the Title ſhould be cleared) has made at leaſt 3000 *l. per annum* ever ſince only of the Wood growing thereupon.

3*ly*, That the preſent Earl, his Truſtees or Agents, can pretend no Title, but by the pretended Act of Parliament for inveſting of it in the Crown, *Anno* 1638. and Letters Pattents thereupon given to him upon Commiſſion of Grace; and in the year 1640. or thereabouts, cauſed an Act of Parliament to be made by his Deputies for the confirmation of all the aforeſaid Mannors to him, which was granted him by Letters Pattents as aforeſaid, which Act was never Recorded; for 17 years after the date thereof, at the hearing of the Cauſe, they moved Chancellor *Steele* that it might be Recorded; and Councel declared, it ought not to be Recorded, becauſe it had not the Royal aſſent.

4*ly*, All the Title that the Earl of *Strafford* has to challenge Right, is only by theſe two Acts of Parliament, and Letters Pattents thereupon; The firſt Act, and the Letters Pattents thereupon being void, becauſe it is mentioned, if it be plantation Lands, and his Majeſty abuſed in his Grant; and the laſt Act being void, having not the Royal aſſent; therefore it is apparent, that the ſaid Earl of *Strafford* has no Title to it, the premiſſes being never any defective Title, as by Inquiſition upon Record doth appear; And the ſaid half Barony of *Shelelah* was inſerted there by practice: And when it paſſed neither Heir to the Inheritance, nor Truſtees to the Leaſe of 200 years, had never any notice of it to make them capable of defending their Title and Truſt.

5*ly*, That *Chambre* the Son, giving all his Lands to his Heirs Male, and to *Calcot Chambre* of *Minmore*, and his Heirs; and the preſent Earl of *Strafford* having diſclaimed all his Titles by Deed or Purchaſe, and the ſaid *Calcot Chambre* of *Minmore*, (having, after the death of the beforementioned Infant Heir Male) ſold to the ſaid *Eyres* late Wife for 500 *l.* by Deed executed under his Hand and Seal, ready to be produced whatever was given him by that Will, or any other Grant whatſoever: It follows (as 'tis humbly conceived) that the Inheritance was inveſted in the ſaid *Eyres* Wife (by whom he had one Daughter) as well as the Leaſe of 200 years.

6*ly*, How notoriouſly, and by what practices, all pretences of right and poſſeſſion have continually been obtained on the part of the Earls Agents; and how long the ſaid *Eyre* has been kept out of the ſame by unheard of cruelties; what ſevere Impriſonments, and unparallel'd hardſhips (chiefly, as he has grounds to believe, on this occaſion) he has ſuffered; and to what extremities he is reduced, with many other ſad circumſtances which will appear throughout the whole ſeries of the Caſe.

The truth whereof, the ſaid *William Eyre* is ready to make appear in every particular; And yet (had he not been inforced by the unanſwerable impulſes of neceſſity, after all other overtures, were deſpiſed, though offered with the greateſt moderation) he ſhould not thus have expoſed the ſame, leaſt he might ſeem to violate his due reſpects to the me-

dour of his Intentions, whose design is only to set forth a brief of the matter of Fact, without Aggravations of unbecoming Reflections.

And hopes it may not be thought presumption in this ruinated Suppliant, humbly to make his Address to His Majesty, and the most High and Honourable Court of Parliament, in whose power only (he is advised) it lies to relieve him for the restitution of his just Rights (as he conceives) so long wrongfully detained from him.

William Eyre.

The Earl of *Strafford* and his Agents having renounced all his Titles to *Shelelah*, and challeng'd it only by an Act of Parliament, and Letters Pattents from His Majesty, as by their Plea upon Oath doth appear. And it is clear, that *Shelelah* was never any plantation Land, as will appear by these Arguments following, *viz.*

1. For two years before the Act of Parliament and Pattent was granted, there was an Inquisition legally taken, that Mr. *Chambre* was possessed of *Shelelah* as an Estate in Fee, and that he had lett a Lease for 200 years, because of the profuseness of his Son, to preserve the profits to the use of his Will.

2. By an Order from His late Majesty and Councel to the Earl of *Strafford*, That he should cause a Decree in Chancery in *Ireland* to be made for the preservation of the Estate according to the intent of old *Chambre* aforesaid.

3. Which Order was a year before the Act of Parliament and Pattent, and the Earl of *Strafford*, and his Councel, made an Order upon the King and Councels Order, that there should be a Decree in Chancery for the preservation of the Inheritance.

4. But his avidous desire made him falsifie both these Orders, and kept *Chambre* in Prison till he was almost starved to death, to force him to sell the Reversion of the Estate to him.

5. That after *Chambres's* death they hatched a Nuncupative Will, and grounded many false Deeds thereupon, the better thereby to secure the Estate to the Earl of *Strafford*; which deceit they had no need to have used, if it had been plantation Lands.

6. And they would have had no occasion to have forced the Trustees to sell the right of the Lease upon the false Deeds aforesaid, to them for 13200 *l.* conditionally to be laid out in Lands for the use of *Chambre* aforesaid, which was never done; because shortly after the real Will was discovered, and the Nuncupative Will was thrown out of Court, and all the false Deeds grounded thereupou void.

7. If it had been plantation Lands, (as the Earl of *Strafford* would have it by the Act) they had no need to appeal to the Court of Claims in *Ireland* since His Majesties Restauration, to have had it settled upon the Earl of *Strafford* as Traytors Land; but the Commissioners finding it was an Estate in Fee, aud no forfeited Land by any former Rebellion; and *Eyres* being then a Prisoner, and unconvicted, the Commissioners of the Court of Claims would not meddle with it.

By these Arguments it is clearly seen, that *Strafford* has no right to it but by the Act of Parliament aforesaid, which Act is out of doors, as to *Shelelah*; for the Parliament when the Act was granted, fearing they might be mis-informed, says in the Act, *It shall be invested in the Crown if it be plantation Lands*; and being none, His late Majesty was abused in His Grant, which is hoped His now Majesty, and Parliament, will rectifie.

And he further demonstrates to His Gracious Majesty, and the most Honourable Houses of Parliament, that there was an Act of Parliament made upon the late Earl of *Straffords* Attainder, in which there is *salvo* (that extenuates and takes away what right this present Earl can or may challenge by the former Acts of Parliament made in *Ireland*; for the Act saith, *That no Lands should be invested in the King, but what was really the Earl of* Straffords *own Estate*; and not any Lands that he had gained into his hand upon paper Petitions, and Imprisonment of Men; it being well known to many yet living, what cruelty and dures of Imprisonment was used by the instigation of the late Earl of *Strafford* to enjoyn and enforce *Chambres* to grant the Reversion of the said Estate of *Shelelah* to him, your Suppliant hopes, and humbly expects, that His most Gracious Majesty, and the most Honourable Houses of Lords and Commons assembled in Parliament, well weighing, and duely considering the injustice and wrong by which the said Estate was obtained by the late Earl, and still is detained from your Suppliant, by the now Earl and his Agents, your Suppliant doubts not but your most Gracious Majesty, and the most Honourable Houses of Parliament, will in your most Soveraign Justice and Mercy, cause your Suppliant to be restored to his said Estate, after his so many years of oppression and